

17. Award RFP-4197-03/PWM – Irrigation Evaluation Services, to Clear Water Products & Services, Inc. of Winter Springs (Not-to-Exceed \$50,000.00/per year).

RFP-4197-03/PWM will provide services to conduct irrigation audits for residential properties as described in the scope of services.

This project was publicly advertised and, due to the nature of the requirements and specialty of the services, the County only received one proposal from Clear Water Products & Services. Clear Water Products proposed a price of \$400.00 per audit (up to six zones) which would allow for 125 annual audits based on the \$50,000.00 budgeted for these services.

Discussions were conducted by a team consisting of Pete Maley, Purchasing & Contracts; Liz Block, Environmental Services and Gary Rudolph, Environmental Services with the threefold objective of meeting the St. Johns River Management District regulatory guidelines, maximizing the audit's water savings impact and maximizing the number of audits per year while keeping the audit as comprehensive as possible.

As a result of the negotiations, Clear Water Products revised their price to \$225.00 per audit (up to 10 zones). This will allow for 222 audits per year under the current \$50,000.00 budget amount. The scope of each audit is as follows:

- Test run all irrigation zones to identify plant material being watered by each zone and major repair concerns such as broken or missing spray heads
- Check if the irrigation controller setting meet designated watering days
- Determine water conserving irrigation zone run times
- Identify repairs that will prevent water waste
- Determine the presence of a rain sensor
- Determine the presence of a backflow preventer
- Check operation of the battery backup system for controller
- Increase the customer's awareness and familiarity with their irrigation system.

The Environmental Services Department/ Water-Waste Water Division recommend that the Board award the contract to Clear Water Products and Services Inc. The contract will become effective the date of its execution and will remain in effect for a period of six months. At the sole option of the County, the contract may be renewed for three additional terms not to exceed six months each.

This is a budgeted project and funds are available in account number 087801-53031000 (Water and Sewer, Professional Services).

Environmental Services/Water and Sewer Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office as long as the contract does not exceed \$50,000.00 per year.

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

RFP NUMBER: RFP-4197-03/PWM
RFP TITLE: Irrigation Evaluations - 2003
DUE DATE: June 25, 2003, at 2:00 P.M.

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Response 1		
<p>Clear Water Products & Services, Inc. P. O. Box 196087 Winter Springs, Florida 32719-6087</p> <p>Ms. Judith C. Benson (407) 327-2124 Phone (407) 327-2118 Fax</p>		

The evaluation criteria is as follows:

- **Experience of the Proposer in conducting irrigation audits. Experience to include (0 - 20 Points):**
 - A variety of audit situations and customers (5);
 - Single family homes vs. small business audits (5);
 - Audits have resulted in water use reduction (10).
- **Examples of previous irrigation audit reports (0 – 20 Points):**
 - Completeness of reports (5);
 - Reports are understandable and geared to the appropriate audience level (5);
 - Reports provide information that expands the customer's understanding of their irrigation system and ability to reduce water use (10).
- **Demonstration of staffing capability to perform required services and handle workload as indicated in the scope of services (0 – 30 Points).**
- **Demonstrated experience and readiness to provide recommendations that would change customer's landscaping in ways that resulted in water use reduction (0 – 30 Points).**

Tabulated and Posted (6/30/2003) by David Santiago, Contracts Analyst
Recommendation for Award: TBA

**CONSULTANT SERVICES AGREEMENT (RFP-4197-03/PWM)
IRRIGATION SYSTEM EVALUATIONS**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CLEAR WATER PRODUCTS AND SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is Post Office Box 196087, Winter Springs, Florida 32719-6087, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to conduct irrigation system evaluations for residential properties in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. COMMENCEMENT OF SERVICES. The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties.

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00) per evaluation not to exceed a total of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) per year. CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fees stated above.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) CONSULTANT shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONSULTANT;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONSULTANT for all services performed by the CONSULTANT during that month and for which the COUNTY is billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT.

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the

Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 6. RESPONSIBILITY OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S performance of any of the services furnished under this Agreement.

SECTION 7. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the CONSULTANT'S services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONSULTANT. No changes or revisions to the documents furnished by CONSULTANT shall be made by COUNTY or its agents without the written approval of CONSULTANT.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of six (6) months. At the option of the COUNTY, this Agreement may be extended for three (3) additional terms not to exceed six (6) months each.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for

the COUNTY's convenience or because of the failure of the CONSULTANT to fulfill CONSULTANT's Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or

otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY. The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 15. INSURANCE.

(a) General. The CONSULTANT shall at the CONSULTANT's own cost, procure the insurance required under this Section.

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial

General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following

requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by

the CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT's insurance shall cover the CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

<u>LIMITS</u>	
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all

claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefor are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties

participating in the mediation.

SECTION 17. REPRESENTATIVE OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONSULTANT including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 23. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the

place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

Seminole County Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, FL 32773

FOR CONSULTANT:

Clear Water Products and Services, Inc.
P.O. Box 196087
Winter Springs, FL 32719-6087

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

SECTION 27. CONFLICT OF INTEREST.

(a) The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONSULTANT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONSULTANT to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONSULTANT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CLEAR WATER PRODUCTS AND SERVICES, INC.

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney
AC/lpk
8/12/03
rfp-4197

Attachment:

Exhibit "A" - Scope of Services

RFP-4197-03
Scope of Work
Irrigation System Evaluation
Scheduling, Evaluation, Customer Communication, and Report

PURPOSE

It is the intent of Seminole County, Environmental Services Department to secure a qualified vendor to conduct irrigation evaluations for residential properties. The vendor shall provide the necessary background knowledge, organizational skills, communication skills, equipment and staff to conduct and report results from irrigation evaluations or other irrigation-related projects.

SPECIAL CONDITIONS

A. The Vendor shall be required to submit proof of current licenses or certifications as required below:

1. The vendor shall be certified as a Master Gardener or provide evidence of a similar level of competency in horticulture
2. The vendor shall be certified as a Florida Irrigation Specialist
3. The vendor shall be certified by the Irrigation Association of the Florida Irrigation Society as an Irrigation Auditor.

B. The Vendor shall have the following capabilities:

1. The vendor shall provide adequate staffing. Seminole County expects to contract for approximately 220 evaluations and reports per year.
2. The vendor shall have excellent customer service skills to serve as a representative of Seminole County to water customers.
3. The vendor shall conduct business based on a water conservation ethic and deliver a clear, strong, yet tactful water conservation message to customers.
4. The vendor shall have a working knowledge of xeriscape principles and plant species, as well as water conservation irrigation equipment and methods (e.g. microirrigation)
5. The vendor shall have a working knowledge of the functioning and maintenance of rain sensors, irrigation controllers, and backflow preventers.

C. Response Time:

1. The vendor must, upon receiving customer name(s), be able to contact customer(s) and schedule audit(s) within two weeks of the date of receipt.
2. The vendor must be able to provide a written report of evaluation results to the customer and to Seminole County Environmental Services Department, Water Conservation Program within two weeks of the date of the evaluation.

SUB-CONTRACTORS

1. Sub-contractors shall not be utilized for this contract.

DETAILED SERVICES TO BE PROVIDED:

1. Seminole County Environmental Services Department will supply names of irrigation evaluation customers to the vendor. The vendor shall contact customers to schedule evaluations, including arrangements for access to the irrigation controller.
2. The evaluation should include at a minimum the following:
 - Test run all irrigation zones to identify plant material being watered by each zone and major repair concerns such as broken or missing spray heads
 - Irrigation controller setting meet designated watering days
 - Determination of water conserving irrigation zone run times
 - Identification of repairs that will prevent water waste
 - Presence of a rain sensor
 - Presence of a backflow preventer
 - Operational battery backup system for controller
 - Increasing the customer's awareness and familiarity with their irrigation system.
3. The vendor shall provide a short report of the evaluation results to the customer and to the Seminole County Environmental Services, Water Conservation Program to include the following information:
 - Customer name, address, and contact information
 - Number of zones
 - Recommendations for controller adjustments to conform with designated watering days and water conserving zone run times.
 - For each zone: original zone run time and recommended zone run time
 - Recommendations for sprinkler/irrigation system repair, maintenance, and minor upgrades (e.g. nozzles in rotors with matched application rates).
 - Recommendation for rain sensor addition, repair, replacement, setting, or relocation as appropriate.
 - Presence or absence of backflow preventer
 - Recommendations to ensure controller battery backup functioning.
 - Other information or recommendations as appropriate (e.g. observation of plant diseases or pests)
4. Based on the customer's interest in water conserving irrigation and landscaping, the vendor may recommend one free follow-up evaluation to discuss one or more of the following in more detail:
 - irrigation system renovation (e.g. separate zones for turf and beds),
 - irrigation system changes (e.g. microirrigation) and/or
 - water conserving landscaping changes.

The customer must call the Seminole County Environmental Services, Water Conservation Program to request a follow-up visit, whereupon the County will provide the contact information to the vendor for scheduling. A short summary report on the follow-up evaluation should be provided to the customer and to Seminole County Environmental Services, Water Conservation Program

5. OPTIONAL: The vendor may also wish to include the following activities in the evaluation when possible:
 - Irrigation zone run times to apply the amount of water appropriate to plant water demands, season, and weather (watering of sod should not exceed IFAS maximum recommended application of $\frac{3}{4}$ inch, twice a week).
 - Flow rate of each zone in gallons per minute.
 - Estimated water savings from recommended zone run times
 - Correct functioning and spray pattern of each sprinkler head
 - Rotor nozzles with matched application rates
6. Although outside this scope of work, the vendor is encouraged to have available for customer purchase: rain sensors, batteries for controller backup, replacement sprinkler heads, microirrigation retrofit supplies, and other equipment or supplies whose installation would result in immediate water savings.

AUDIT PRICING

The vendor shall conduct audits for a cost per evaluation of \$225.00. The cost shall incorporate all operating, equipment, and transportation expenses. Invoicing should be based on a per evaluation charge, no other expenses shall be included. The vendor shall maintain financial responsibility for any damage to irrigation systems, irrigation control boxes, property and landscape plants, or any other damage occurring during or as a result of conducting an irrigation evaluation. The County shall not honor any unauthorized charges.

IRRIGATION SYSTEM EVALUATION

A FREE water conservation effort provided by



**Seminole County
Environmental Services
Department 407/665-2121**

and

**Clear Water Products
& Services, Inc.
407/327-2124**

17

DATE INFORMATION RECEIVED _____ CONTACT DATE(s) _____

CLIENT NAME _____ PHONE _____

ADDRESS _____ SUBDIV. _____

CITY/ST/ZIP _____ IRRIGATION METER Yes ___ No ___

SITE VISIT DATE _____ TIME _____ TIMER LOCATION: Indoor ___ Outdoor ___

ON-SITE ARRIVAL _____ DEPART _____ Evaluated by: _____

EXISTING SYSTEM COMPONENTS

WATER SOURCE	[Meter: Hse ___ Irr ___] Well ___ [Single Source: Y ___ N ___ Unk ___] Idle Y ___ N ___
BACKFLOW PREVENTION	Yes ___ No ___ Mfr/Model _____ S/N _____
RAIN SENSOR	Yes ___ No ___

CURRENT CONTROLLER SETTINGS

WATERING DAYS (circle)	Su M Tu W Th F Sa Su M Tu W Th F Sa	Mfr _____
PROGRAM (A, B, C)	_____	Model _____
START TIME(s)	_____ (Digital/Mech) D ___ M ___ Other ___	
BATTERY BACK-UP	Yes ___ No ___	OPERATIONAL Yes ___ No ___

CURRENT ZONE INFORMATION	1	2	3	4	5	6
RUN TIME (mins.)						
TURF / FOLIAGE / MIXED						
SPRAY / ROTOR / MIXED						

COMMENTS/NOTES

RECOMMENDED ZONE SETTINGS

	1	2	3	4	5	6
SUGGESTED RUN TIME (mins.)						

OTHER RECOMMENDATIONS

WATERING DAYS	Wed/Sat ___ Thur/Sun ___	Tues/Fri ___ Non-Residential Only
START TIME	_____	
BATTERY	OK ___ REPLACE ___ N/A ___	
RAIN SENSOR	OK ___ INSTALL ___ REPAIR ___ RELOCATE ___	

COMMENTS and SUGGESTIONS

Using water responsibly benefits us all!
Water conservation NOW greatly impacts the future
of our children, grandchildren and our community.

17

Reducing your water consumption eliminates high water bills, start saving now!

Tips for taking care of your lawn and landscape

- ♦ Follow the settings suggested for your sprinkler system operation noted on this report - start today!
- ♦ Water only on your watering days, the watering restrictions are here to stay.
- ♦ Use a rain sensor and make certain it is set at 3/4" and operating correctly.
- ♦ Check your sprinkler system at least every 3 months for problems or adjustments required.
- ♦ Repair leaking, broken or damaged sprinkler heads or lines to prevent water waste.

A leak the size of this letter " L " can waste a million gallons a year!

- ♦ Have an irrigation professional perform a thorough inspection and service once a year.

Completing this in early Spring helps insure water savings during the growing season.

- ♦ Upgrade your sprinkler system: 1) add or remove heads for improved coverage, 2) separate zones that water both plants and sod at the same time **[typically plants need less water than sod]**, 3) install micro-irrigation in mulched areas that water individual plants and save the water that would normally water the mulch **Three great ways to reduce or eliminate unwanted weeds!**

- ♦ Adjust your watering schedule during the cooler months (December, January & February).

Most landscapes require watering a maximum of 3/4" ONCE A WEEK during this season.

This saves 50% of the water normally used or wasted!

- ♦ Update your landscape: 1) expand your beds, 2) replace annuals with hearty shrubs or colorful perennials, 3) in shaded areas use groundcovers that grow easily and use less water.
- ♦ Attend a landscape seminar to learn environmentally-friendly ways to care for your yard.
You'll learn easy ways to save money and water while caring for your lawn and landscape.

For additional information or assistance please contact

Liz Block, Water Conservation Coordinator
Seminole County Environmental Services Dept.
407/665-2121
email: lblock@co.seminole.fl.us

DATE REPORT MAILED TO CLIENT:		SEMINOLE COUNTY:	
Follow-up Appointment Requested	Yes ____ No ____		
CONTACT NAME			
CONTACT DATE(s)			
REASON/SUBJECT			
COMMENTS/NOTES			